

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)	RATING	PAGE 1 OF 50 PAGES
2. CONTRACT NO	3 SOLICITATION NO DE-RP30-06CC00001	4 TYPE OF SOLICITATION [] SEALED BID [X] NEGOTIATED (RFP)	5 DATE ISSUED 2/7/2006	6 REQ /PURCHASE NO
7 ISSUED BY U S. Department of Energy EM Consolidated Business Center 250 E Fifth Street, Suite 500 Cincinnati, OH 45202		8 ADDRESS OFFER TO (If other than Item 7) U.S. Department of Energy EM Consolidated Business Center 250 E Fifth Street, Suite 500 Cincinnati, OH 45202 Solicitation No. DE-RP30-06CC00001 Attention: Mr. Bill Hensley		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION		
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8 or if handcarried in the depository located in Block 7 until 3:00 P.M. EST March 8, 2006		
CAUTION - LATE Submissions Modifications and Withdrawals: See Section L Provision 52 214-7 or 52 215-10. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL	A NAME Bill Hensley	B. TELEPHONE NO. (NO COLLECT CALLS) (513) 246-0553
		C E-MAIL ADDRESS bill.hensley@emcbc.doe.gov

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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Acceptance Period

12 In compliance with the above, the undersigned agrees if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated point(s), within the time specified in the schedule.				
13 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	→ 10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14 ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE- ENTER SUCH ADDRESS IN SCHED.		17 SIGNATURE	18 OFFER DATE

AWARD (To be completed by Government)			
19 ACCEPTED AS TO ITEMS NUMBERED	20 AMOUNT	21 ACCOUNTING AND APPROPRIATION	
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		→ ITEM
24 ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY		CODE
26 NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28 AWARD DATE	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Items Being Acquired

The Contractor shall furnish all personnel and services (except as may be expressly set forth in this Time-and-Material contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work and all requirements under this contract, at the prices in Section B.2 to provide technical support for the Transportation Emergency Preparedness Program.

B.2 Price Schedule

- a. The Contractor shall provide personnel in the labor categories and at the fully burdened hourly rates (wages, indirect costs, general and administrative expenses, and profit) set forth below. The number of Direct Productive Labor Hours (DPLH) is estimated amounts. Actual DPLHs may vary during the period of performance. The hourly rates are fully burdened rates and are fixed for the term of the contract.
- b. The Contractor shall obtain the advance approval of the Contracting Officer or other duly authorized representative prior to any travel.

BASE PERIOD

Term: Date of Award through December 31, 2006

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0001	Labor Classifications			
0001AA	Program Manager	1,500	\$	\$
0001AB	Senior Technical Support Specialist	1,500	\$	\$
0001AC	Technical Support Specialist	1,275	\$	\$
0001AD	Administrative Specialist	1,500	\$	\$
0001AE	Medical Specialist	45	\$	\$
Additional categories as proposed and awarded				
0001	Sub-Total Not-to-Exceed Price			\$
0002	Travel			\$90,000.00
0003	Other Direct Costs – Material			\$75,000.00
TOTAL CEILING PRICE (Not-To-Exceed)				\$
CLINS 0001, 0002 and 0003				

OPTION PERIOD 1

Term: January 1, 2007 through December 31, 2007

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0004	Labor Classifications			
0004AA	Program Manager	2,000	\$	\$
0004AB	Senior Technical Support Specialist	2,000	\$	\$
0004AC	Technical Support Specialist	1,700	\$	\$
0004AD	Administrative Specialist	1,400	\$	\$
0004AE	Medical Specialist	60	\$	\$
Additional categories as proposed and awarded				
0004	Sub-Total Not-to-Exceed Price			\$
0005	Travel			\$120,000.00
0006	Other Direct Costs – Material			\$100,000.00
TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0004, 0005 and 0006				\$

OPTION PERIOD 2

Term: January 1, 2008 through December 31, 2008

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0007	Labor Classifications			
0007AA	Program Manager	2,000	\$	\$
0007AB	Senior Technical Support Specialist	2,000	\$	\$
0007AC	Technical Support Specialist	1,700	\$	\$
0007AD	Administrative Specialist	1,400	\$	\$
0007AE	Medical Specialist	60	\$	\$
Additional categories as proposed and awarded				
0007	Sub-Total Not-to-Exceed Price			\$
0008	Travel			\$120,000.00
0009	Other Direct Costs – Material			\$100,000.00
TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0007, 0008 and 0009				\$

OPTION PERIOD 3

Term: January 1, 2009 through December 31, 2009

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0010	Labor Classifications			
0010AA	Program Manager	2,000	\$	\$
0010AB	Senior Technical Support Specialist	2,000	\$	\$
0010AC	Technical Support Specialist	1,700	\$	\$
0010AD	Administration Specialist	1,400	\$	\$
0010AD	Medical Specialist	60	\$	\$
Additional categories as proposed and awarded				
0010	Sub-Total Not-to-Exceed Price			\$
0011	Travel			\$120,000.00
0012	Other Direct Costs – Material			\$100,000.00
TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0010, 0011 and 0012				\$

OPTION PERIOD 4

Term: January 1, 2010 through December 31, 2010

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0013	Labor Classifications			
0013AA	Program Manager	2,000	\$	\$
0013AB	Senior Technical Support Specialist	2,000	\$	\$
0013AC	Technical Support Specialist	1,700	\$	\$
0013AD	Administrative Specialist	1,400	\$	\$
0013AE	Medical Specialist	60	\$	\$
Additional categories as proposed and awarded				
0013	Sub-Total Not-to-Exceed Price			\$
0014	Travel			\$120,000.00
0015	Other Direct Costs – Material			\$100,000.00
TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0013, 0014 and 0015				\$

OPTION PERIOD 5

Term: January 1, 2011 through March 31, 2011

CLIN	Item	Estimated DPLH (NTE)	Burdened Hourly Rate	Extended Price (NTE)
0016	Labor Classifications			
0016AA	Program Manager	500	\$	\$
0016AB	Senior Technical Support Specialist	500	\$	\$
0016AC	Technical Support Specialist	425	\$	\$
0016AD	Administrative Specialist	350	\$	\$
0016AE	Medical Specialist	15	\$	\$
Additional categories as proposed and awarded				
0016	Sub-Total Not-to-Exceed Price			\$
0017	Travel			<u>\$30,000.00</u>
0018	Other Direct Costs – Material			<u>\$25,000.00</u>
TOTAL CEILING PRICE (Not-To-Exceed) CLINS 0016, 0017 and 0018				\$

B.3 Option(s) to Extend the Contract

- a. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the Contracting Officer. When deciding whether to exercise an option, the Contracting Officer will consider a number of factors, including, but not limited to the authorization and appropriation of funds for such purposes and the quality of the contractor's performance under the contract. The ultimate decision to exercise an option is at the discretion of the Contracting Officer on behalf of the Government.
- b. This contract may be extended for a period of 12 months (Option Period 1), and subsequently for three 12 month periods and one 3 month period (Option Periods 2, 3, 4 and 5), at the hourly rates, costs and contract ceiling prices set forth in the following tables for each Option Period. The government will provide the contractor with its intent to exercise the Option Period within 60 days in accordance with FAR 52.217-9. The contractor consents to the exercise of the options in accordance with the statutory, regulatory, and contract requirements pertaining to the exercise of the option(s).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Transportation Emergency Preparedness Program Support Services

C.1 Background

The Contractor shall provide technical support to the DOE Transportation Emergency Preparedness Program (TEPP). Within the DOE Office of Environmental Management, the Office of Transportation implements the complex-wide TEPP to address preparedness issues for shipments of radiological material and waste. As an element of the DOE Comprehensive Emergency Management System, TEPP provides support to Federal, state, tribal, and local authorities to prepare for a response to a transportation incident involving DOE shipments of radiological material. TEPP, by integrating transportation and emergency preparedness activities, takes a coordinated approach to addressing the emergency response concerns of state, tribal, and local officials affected by DOE shipments. TEPP also ensures responders have access to the model plans and procedures, training, and technical assistance necessary to respond safely, efficiently, and effectively to transportation incidents.

C.2 Technical Services

C.2.1 The Contractor shall conduct reviews of state and federal regulations and standards to identify current requirements and changes in regulations. The Contractor shall use the results of those reviews to develop solutions for use by state, tribal, and local emergency response organizations to safely respond and resolve an emergency involving a radiological transportation incident concerning the transportation of radiological material and waste.

C.2.2 The contractor shall identify recommendations and develop solutions to reduce or eliminate TEPP redundancy with other federal radiological training programs. The Contractor shall coordinate with the DOE's Transportation External Coordination Working Group, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), Health Physics Society (HPS), Continuing Education Coordinating Board of Emergency Medical Services (CECBEMS), Regional Governors' Groups, and International Fire Service Training Association/Oklahoma State University Fire Protection Publications (ISFSTA/OSU-FPP) to resolve technical and outreach issues.

C.2.3 The contractor shall maintain membership on standards/guidance development committees, perform routine communication with agency officials, and participate in state, tribal and local technical outreach and services activities. This shall include the development and/or revision of nationally implemented emergency services training manuals/programs, nationally implemented training competencies for emergency responders, and/or emergency operations plans or procedures.

C.2.4 The Contractor shall assist in the conduct of up to two (2) exercises (at locations to be determined by the Department) to validate responder capability to mitigate a transportation incident involving radioactive material. The assistance shall include:

- assisting the state or tribe in completing an up front needs assessment and after action report;
- participating in periodic planning meetings;
- conducting responder, controller and evaluator training;
- completing scenario development;

- the calculation of radiological source terms;
- providing exercise props (wrecked vehicles, moulaged victims, etc); and
- any other logistics required to successfully complete the exercises.

C 2.5 The contractor shall attend approximately 15 meetings and workshops annually to discuss or explain the effort accomplished in this Statement of Work.

C.3 Training Delivery and Development

- C 3.1 The Contractor shall provide an instructional staff that is skilled/qualified to deliver training programs that have subject matter in dealing with emergency response to a transportation incident involving radioactive material. The instructional staff shall be knowledgeable of DOE shipping activities, especially the Office of Environmental Management and Waste Isolation Pilot Plant (WIPP) transportation activities. The contractor shall have instructors that have completed the DOE Modular Emergency Response Radiological Transportation Training Program (MERRTT) Train-the-Trainer program, the Homeland Defense Equipment Reuse program, and the FEMA Fundamental Course for Radiological Response, and have demonstrated proficiency in training delivery to emergency responder audiences. Skilled/qualified instructors shall have knowledge in fire service operations, hazardous materials response, law enforcement, emergency medical services and operational health physics.
- C 3.2 The Contractor shall deliver this training to emergency responder audiences at up to 45 MERRTT classes annually at various locations across the nation. The contractor shall ensure the training curriculum covers the most current regulations and standards.
- C 3.3 The Contractor shall be responsible for maintaining and updating all TEPP Training and Planning Products which include the Model Needs Assessment, Model Plans and Procedures, and Drills-in-a-Box exercise packages.
- C 3.4 The Contractor shall use a consensus development review group, made up of representatives from various state emergency management and radiation authorities, national emergency services organizations and DOE, to review and approve program revisions or content of new training programs.

C.4 Operations Center

The Contractor shall provide the following support functions to the DOE TEPP. This support shall include, but not be limited to the following functions:

- Schedule MERRTT deliveries and conference presentations at regional and national-level responder conferences;
- Maintain a minimum of 2 TEPP display systems that can be used as an outreach tool at regional and national conferences;
- Instructional support for DOE MERRTT deliveries conducted throughout the nation to include production and shipping of all course materials; shipping and maintenance of Instructor GoKits, Instrument GoKits, and Hands-on Exercise GoKits;
- Production of TEPP fact sheets and printed product CDs, MERRTT CD-ROMs, MERRTT training manuals, RAM information flatsheets, and associated administrative materials (exams, rosters, etc.) used in MERRTT deliveries;
- Warehouse and ship TEPP displays, TEPP GoKits, factsheets, CDs, and training manuals to and from training and conference locations;
- Maintain all GoKits and TEPP displays to include ordering and stocking consumables used in TEPP/MERRTT sessions such as coveralls, blankets, gloves, radioactive material packages, etc.;

- Maintain all radiological survey instruments used in MERRTT sessions;
- Maintain the web-based TEPP National Train-the-Trainer schedule, TEPP National Exercises Schedule, TEPP 24-hour Point of Contact listing (updated semi-annually), and MERRTT student database;
- Manage MERRTT course completion certificates for users not participating in the internet based MERRTT student database. This will involve entering students into the MERRTT student database and then creating, printing, and mailing course completion certificates to students; and
- Attend the TEPP Annual Review meeting.

The contractor shall use the government negotiated shipping rate with Federal Express when it is less costly than the shipping rate for similar services provided by the U.S. Postal Service or the contractor's carrier of choice.

C.5 Deliverables

- C.5.1 The Contractor shall prepare and submit to the DOE, monthly reports summarizing the work accomplished within 15 days from month end.
- C.5.2 The Contractor shall prepare and submit to the DOE, an annual report that summarizes the reviews and solutions identified to resolve emergency situations during contract period of performance, details on training provided and exercises conducted. In addition, the annual report shall describe reviews planned for the next contract period of performance. The report shall be submitted within 30 days from the year end.
- C.5.3 The contractor shall prepare and submit to the DOE, monthly cost and financial status reports within 15 days from month end.
- C.5.4 The Contractor shall provide an implementation plan for the validation exercises described in C.2.3 above, for DOE review and approval, 90 days prior to the start of the exercise.
- C.5.5 The Contractor shall provide an after action report detailing the results of each exercise conducted as described in Section C.2.3 above, for DOE review and approval, within 30 days from the end of each exercise.
- C.5.6 The Contractor shall provide a description of each training program developed in accordance with C.3 above, for consensus develop review group review and approval, 30 days prior to the start of the first class given for that program. Any variations to a training program shall be submitted to the review group for review and approval 30 days prior to the implementation of the revision.
- C.5.7 The Contractor shall provide all TEPP planning products described in Section C.3.3, for DOE review and approval, 30 days before the start of the first MERRTT class.
- C.5.8 The Contractor shall provide electronic access, by parties specified by DOE, to the MERRTT delivery and conference schedules, TEPP National Train-the-Trainer and National Exercise Schedules, TEPP 24 hour Point of Contact listing and the MERRTT student database.

All reports and evaluations shall be prepared and submitted in accordance with Section J, Attachment A - "Reporting Requirements Checklist".

SECTION D - PACKAGING AND MARKING

D.1 Packaging

- a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s)
- b) Reports deliverable under this contract shall generally be mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service. If urgency requires overnight mail services, the Contractor shall use the government negotiated shipping rate with Federal Express when it is less costly than the shipping rate for similar services provided by the U.S. Postal Services or the Contractor's carrier of choice.
- c) The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

D.2 Marking

- a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - 1. Identifies the contract by number under which the item is being delivered.
 - 2. Identifies the deliverable Item Number or Report Requirement which requires the delivered items.
 - 3. Indicates whether the contractor considers the delivered item to be a draft or partial delivery, or full satisfaction of the requirement.
- b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) as specified in Section G.4 or other duly authorized Government representative. Inspections will be conducted in accordance with FAR clause 52.246-6, "Inspection - Time and Material and Labor Hour".

E.2 Acceptance

Acceptance of all work and effort under this contract (including "Reporting Requirements") shall be accomplished by the Contracting Officer after concurrence by the COR or other duly authorized Government representative

E.3 Clauses Incorporated By Reference

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The basic term of this contract will be from the date of award through December 31, 2006. At the Government's option, this contract may be extended for up to four twelve (12) month and one three (3) month Option periods pursuant to Section B.4 "Option(s) to extend the Contract". The total duration of this contract may be up to but not more than five years (Date of Award – March 31, 2011).

F.2 Principle Place of Performance

The principle place of performance will be at the Contractors facility. However, the Contractor may be required during the term of the contract to conduct exercises, meetings and workshops at Government facilities in accordance with Section C.2.

F.3 Deliverable Reports

The contractor shall deliver the reports specified in Section C.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Correspondence Procedures

All correspondence submitted by the contractor (*except for invoices and reports*) shall be subject to the following procedures:

- a. **Technical Correspondence.** Technical correspondence concerning performance of this contract (including correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with a concurrent information copy of the correspondence provided to the assigned DOE Contract Specialist as specified in Section G.3.
- b. **Non-technical Administrative Correspondence.** All other correspondence shall be addressed to the designated DOE Contract Specialist, with a concurrent information copy of the correspondence provided to the DOE COR as specified in G.3
- c. **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. DE-AC30-06CC00001. (Insert subject topic after contract number, e.g., "Request for Change in timing requirements for Deliverables")".

G.2 Submission of Vouchers/Invoices

- a. The Contractor shall submit invoices on a monthly basis (within 5 work days after the last day of each month) in accordance with the FAR 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts".
- b. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the contractor. The Contractor shall submit the invoice to the addressees prescribed below:

Original to:

U.S. Department of Energy
Oak Ridge Operations Office
ATTN: Financial Services Division
P.O. Box 5777
Oak Ridge, TN 37831-5777
1-888-251-3557

One copy to:

William Hensley, Contract Specialist
EMCBC
U.S. Department of Energy
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
513-246-0553
bill.hensley@emcbc.doe.gov

One copy to:

TBD

G.3 Contract Administration

The contract will be administered by:

Contract Specialist/Contracting Officer:

William Hensley, Contract Specialist
EMCBC
U.S. Department of Energy
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
513-246-0553

bill_hensley@emcbc.doe.gov

G.4 Contracting Officer's Representative (COR)

The COR for this contract is:

TBD

G.5 Contract Technical Monitor

One or more TMs may be designated by separate letters from the COR. TMs assist the COR in the scope of oversight of the contractor's work duties. The TM is not authorized to change any terms and conditions of the contract; changes in the scope of work may be made only by properly written modification(s) to the contract issued by the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Representations, Certifications and Other Statements of the Offeror

The Representations, Certifications, and Other Statements of the Offeror, contained in its proposal dated _____ 2006, are hereby incorporated by reference and made a part of this contract.

H.2 Technical Direction

a. Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

1. Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the DOE.

b. Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

1. Constitutes an assignment of additional work outside the Statement of Work;
2. Constitutes a change as defined in the contract clause entitled "Changes";
3. In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
4. Changes any of the expressed terms, conditions or specifications of the contract; or
5. Interferes with the contractor's right to perform the terms and conditions of the contract.

c. All technical direction will be issued in writing by the COR.

d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in b.1 through b.5 above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer will:

1. Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
2. Advise the contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
3. Advise the contractor in writing within a reasonable time that the Government will issue a written change order.

e. A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause 1.47 "52.233-1 Disputes."

H.3 Non-supervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over contractor employees performing services under this contract in any manner that may constitute the establishment of an "employer-employee" relationship. The contractor's employees shall be accountable solely to the contractor's management, who in turn are responsible to the Government.

H.4 Modification Authority

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- a. Accept nonconforming work,
- b. Waive any requirement of this contract, or
- c. Modify any term or condition of this contract.

H.5 Confidentiality of Information

- a. To the extent that the work under this contract requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or private companies (such as the site operating contractor), the contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - 1. Information which, at the time of receipt by the contractor, is in the public domain;
 - 2. Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
 - 3. Information which the contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - 4. Information which the contractor can demonstrate was received by it from a third party who did not require the contractor to hold it in confidence.
- b. The contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- c. The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
- d. The contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the contractor's personnel.
- e. This clause shall flow down to all appropriate subcontracts.

H.6 Key Personnel

The personnel specified below are considered as essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified not less than 30 days in advance of diverting, or substitution for, any of these individuals. Key personnel position vacancies shall not exceed ten (10) work days. No diversion shall be made by the contractor without the prior written consent of the Contracting Officer. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Key personnel proposed to fill the key personnel vacancies shall meet or exceed the qualifications stated in the contract and be equal to or exceed the qualifications of the key personnel being replaced. The contractor shall provide the contracting officer with documentation of the above and other information as requested by the contracting officer. The contracting officer's consent shall be obtained to the key personnel being proposed as replacement(s) for the key personnel position.

_____ NAME	_____ Program Manager TITLE
_____ NAME	_____ Senior Technical Support Specialist TITLE

H.7 Contractor Employee Training

The contractor shall ensure that **all** employees attend mandatory DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative (usually within 30 days of the first date of performance on this contract and at least once annually thereafter). The contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.8 Safety in the Work Area

The contractor shall take all reasonable safety precautions in the performance of the work under this contract.

H.9 Insurance - Work on a Government Installation

In accordance with the contract clause I.38 "52.228-5 Insurance - Work on a Government Installation," the following types and minimum amounts of insurance are required during the performance of this contract:

a. Worker's Compensation and Employer's Liability Insurance:

- (1) The amount required under applicable Workers Compensation and Occupational Disease statutes.
- (2) Employer's liability insurance in the amount of \$100,000

- b. General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy, and shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.10 Lobbying Restrictions

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulations.

H.11 Organizational Conflict of Interest Restrictions

In performing or by performing this contract, it is possible a potential or actual organizational conflict of interest may occur and consequently there may be restrictions in accordance with FAR 9.502 may be placed in future activities of the successful offeror, its employees and subcontractors. Moreover, potential offerors that are owned or that have provided services to companies which transport radiological materials and waste need to disclose that fact in order for a determination to be made as to a possible organizational conflict of interest in accordance with requirements set forth under paragraph K.2 of this solicitation.

PART II

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far

- | | | |
|-------------|-------------------|---|
| I.2 | 52.202-1 | Definitions (As modified by 952.202-1) (Jul 2004) |
| I.3 | 952.202-1 | Definitions (Mar 2002) |
| I.4 | 52.203-3 | Gratuities (Apr 1984) |
| I.5 | 52.203-5 | Covenant Against Contingent Fees (Apr 1984) |
| I.6 | 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997) |
| I.7 | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997) |
| I.8 | 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) |
| I.9 | 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (June 2003) |
| I.10 | 952.203-70 | Whistleblower Protection for Contractor Employees (Dec 2000) |
| I.11 | 52.204-4 | Printed or Copied Double-Sided on Recycled Paper (Aug 2000) |
| I.12 | 52.204-7 | Central Contractor Registration (Oct 2003) |

I.13 952.204-75 Public Affairs (Dec 2000)

- a. The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- b. The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- c. The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- d. The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

- e. Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- f. In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- g. In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

(End of Clause)

I.14 952.208-70 Printing (Apr 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

- I.15 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)**
- I.16 952.209-72 Organizational Conflict of Interest (Jun 1997)**
- I.17 52.215-2 Audit and Records - Negotiation (Jun 1999)**
- I.18 52.215-8 Order of Precedence - Uniform Contract Format (Oct 1997)**
- I.19 52.216-7 Allowable Cost and Payment (Dec 2002)**
- I.20 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**
- I.21 52.219-6 Notice of Total Small Business Set-Aside (Jun 2003)**
- I.22 52.219-8 Utilization of Small Business Concerns (May 2004)**
- I.23 52.219-14 Limitations on Subcontracting (Dec 1996)**
- I.24 52.222-3 Convict Labor (Jun 2003)**
- I.25 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (Jul 2005)**

- I.26 52.222-20 Walsh-Healey Public Contracts Act (Dec 1999)
- I.27 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- I.28 52.222-26 Equal Opportunity (Apr 2002)
- I.29 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
- I.30 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
- I.31 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (Dec 2004)

- a. Definition. As used in this clause: "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- b. Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

*National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)*

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- c. The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor
- d. In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- e. The requirement to post the employee notice in paragraph (b) does not apply to:
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that:
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (iii) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
 - (5) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall:
 - (i) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs
 - (ii) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (iii) Reproduce and use exact duplicate copies of the Department of Labor's official poster
 - (6) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3©. For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such

direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States
(End of clause)

- I.32 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts)(May 1989)
- I.33 52.223-5 Pollution Prevention and Right-to-Know Information Alternate I (Aug 2003)
- I.34 52.223-6 Drug-Free Workplace (May 2001)
- I.35 952.224-70 Paperwork Reduction Act (Apr 1994)

- a. In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- b. The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.
(End of clause)

- I.36 52.225-13 Restrictions on Certain Foreign Purchases (Mar 2005)
- I.37 52.227-14 Rights in Data—General, Alternate II (Jun 1987)
- I.38 952.227-82 Rights to proposal data (Apr 1994)

Except for technical data contained on pages of the contractor's proposal dated which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based
(End of clause)

- I.39 52.228-5 Insurance – Work on a Government Installation (Jan 1997)
- I.40 52.229-3 Federal, State, and Local Taxes (Apr 2003)
- I.41 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002)
- I.42 52.232-17 Interest (Jun 1996)
- I.43 52.232-18 Availability of Funds (Apr 1984)
- I.44 52.232-23 Assignment of Claims (Jan 1986)
- I.45 52.232-25 Prompt Payment (Oct 2003)
- I.46 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)
- I.47 52.233-1 Disputes (Jul 2002)
- I.48 52.233-3 Protest after Award (Aug 1996)
- I.49 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

I.50	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.51	52.242-3	Penalties for Unallowable Costs (May 2001)
I.52	52.243-3	Changes—Time-and-Materials or Labor-Hours (Sep 2000)
I.53	52.244-2	Subcontracts (Aug 1998)
I.54	52.244-6	Subcontracts for Commercial Items (Dec 2004)
I.55	52.245-1	Property Records (Apr 1984)
I.56	52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)
I.57	52.245-19	Government Property Furnished “As Is.” (Apr 1984)
I.58	52.246-25	Limitation of Liability—Services (Feb 1997)
I.59	52.248-1	Value Engineering (Feb 2000)
I.60	52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
I.61	52.249-14	Excusable Delays (Apr 1984)
I.62	52.253-1	Computer Generated Forms (Jan 1991)

PART III

SECTION J- LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
A	Reporting Requirements Checklist

ATTACHMENT A

REPORTING REQUIREMENTS CHECKLIST

Report Distribution List and Due Dates

Report	Frequency	Copies	Due Date
1. Progress Reports	M	3	Within 15 days of Month End
2. Financial Status Report	M	3	Within 15 days of Month End
3. Annual Report	A	3	Within 30 days of Year End
4. Validation Exercise Implementation Plan	R	3	90 Days Prior to start of the Exercise
5. After Action Report	R	3	30 Days from the end of each Exercise
6. Training Program Description	R	3	15 Days prior to the start of the Class

Frequency Key: A = Annually
 M = Monthly
 R = As Required by Section C

Distribution Address(es): William Hensley, Contract Specialist
 Department of Energy
 EMCBC
 250 East 5th St., Suite 500
 Cincinnati, OH 45202

TBD, Contracting Officer Representative
Department of Energy

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52-204-8 ANNUAL REPRESENTATIONS AND CERTIFICATION (JAN 2005)

(a) (1) If the clause at 52 204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52 204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(b) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.2 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY
AND ASSISTANCE SERVICES (JUN 1997)**

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
 - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GUIDANCE FOR PROSPECTIVE OFFERORS – IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS

- A. This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, *What is affiliation?*, prior to submitting a proposal.
- B. The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and on the contracting officer. Accordingly, a finding by the SBA of affiliation between an offeror and its proposed team member(s) or subcontractor(s) may result in the offeror being found to be other than a small business and, therefore, ineligible for contract award.
- C. Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An offeror will also be found to be affiliated with its subcontractor(s) if the offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.
- D. The SBA has issued extensive decisions concerning its evaluation of affiliation of an offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.
 - 1. The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the offeror or, if the offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.
 - 2. The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the offeror and any entities with which it has teaming arrangements.
 - 3. The SBA considers the extent to which the offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).
 - 4. If the offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the offeror. If the offeror is an eligible joint venture (see 13 CFR 121.103(f)(3)), the SBA considers whether the majority of the technical expertise resides among the joint venture members.
 - 5. The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

6. In reviewing affiliation between the offeror and its proposed subcontractors or entities with which the offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the offeror and that entity.

L.2 AWARD OF CONTRACT

- A. Offerors shall note the requirements for Central Contractor Registration specified in Section L.12 "52.204-7 Central Contractor Registration" and at FAR Subpart 4.11.
- B. The North American Industry Classification System (NAICS) Code for this acquisition is **541990**. The small business size standard is \$6,000,000.00.

L.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>
<http://professionals.pr.doe.gov/>

The following solicitation provisions are incorporated by reference:

Provision No.	FAR/DEAR Reference	Title
L.3a	DEAR 952.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
L.3b	FAR 52.215-1	Instructions to Offerors, Competitive Acquisition (JAN 2004)
L.3c	FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)
L.3d	FAR 52.219-24	Small Disadvantaged Business Participation Program – Targets (OCT 2000)
L.3e	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.3f	FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
L.3g	FAR 52.237-1	Site Visit (APR 1984)
L.3h	DEAR 952.227-84	Right to Request Patent Waiver (FEB 1998)
L.3i	DEAR 952.233-4	Notice of Protest File Availability (SEP 1996)
L.3j	DEAR 952.233-5	Agency Protest Review (SEP 1996)

L.4 DATE AND TIME PROPOSALS DUE

- A. All Volume I, II, III, and IV written offer and proposal information is due and shall be received by the Contracting Officer no later than 3:00 p.m. EST on March 8, 2006. Written proposal delivery instructions are shown in section L 14 "*Proposal Delivery and Package Markings*".
- B. The due dates and times above are subject to the requirements of FAR 52.215-1(c).

L.5 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

- A. Offerors shall prepare proposals based upon an anticipated award of a Contract without discussions on or before March 27, 2006 and contract effective date of April 1, 2006
- B. Offerors may voluntarily submit Key Personnel resumes and Offeror Past Performance information prior to the proposal due date and time shown above. Modifications to such information may be submitted up to the date and time for receipt of proposals.
- C. This Solicitation requires Offerors to submit four separate volumes of written proposal information. Numbers of copies are shown below. Page limitations are provided in the specific proposal instructions for each volume:
 - (1) Volume I, Offer and Other Documents – Original, 2 copies and 2 CD-ROMs.
 - (2) Volume II, Technical Proposal – 4 copies and 4 CD-ROMs.
 - (3) Volume III, Past Performance - 4 copies and 4 CD-ROMs.
 - (4) Volume IV, Price Proposal – Original, 4 copies, and 4 CD-ROMs.
- D. CD-ROMs shall be clearly labeled and contain files that can be read using Microsoft Office 2000. The CD-ROMs are provided for the convenience of the DOE Source Evaluation Board. The written material constitutes the official Offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.
- E. All pages of each volume shall be appropriately numbered and identified with the name of the Offeror. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal are to be submitted on 8 ½" x 11" sheets – no fold-out sheets are allowed. Printing is to be on one side of paper only. Print type used in the text portions of the proposal shall be no smaller than size 12. Print type used in charts, graphs, figures and tables may be smaller than size 12, but must be clearly legible. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left, and right sides of the page. Those pages that exceed the limits set forth in Section L of this Request for Proposal (RFP) will not be considered in the evaluation (note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).
- F. If a proposal exceeding the page limitation is received, the additional pages will not be read and evaluated by DOE. The pages exceeding the page limitation will be removed from the proposal and returned to the Offeror.
- G. The Original of the proposal shall contain signed originals of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

- H. Proposals are expected to conform to all solicitation provisions and be prepared in accordance with the instructions and outline contained in this Section L. The proposal information will be reviewed to ensure compliance by the Offeror with all aspects of this RFP. To aid in evaluation, proposals shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and assembled logically. Extraneous, repetitious, or wordy submissions are not desired. Neither offers nor acknowledgments may be provided electronically, by facsimile, or by telephone. Pages shall be sequentially numbered with the volume and page numbers and the name of the Offeror, the date, and solicitation number on each page. Failure to respond to or follow the instructions regarding the organization and content of the technical proposal may result in the Offeror's proposal being deemed non-responsive.
- I. Proposals shall be submitted with a numbering system for paragraphs and subparagraphs that is consistent with this Section L.
- J. Using the Evaluation Criteria set forth in Section M, proposals will be evaluated in accordance with applicable Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions.
- K. These instructions are provided to aid Offerors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation Criteria for this solicitation. **The evaluation Criteria are contained in Section M of this solicitation.**

L.6 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

- A. **Cover Letter.** The cover letter shall include but not be limited to the following:
 - (1) The solicitation number;
 - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
 - (3) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
 - (4) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
 - (5) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
 - (6) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
 - (7) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Audit, and Equal Employment Opportunity); and

- (8) A statement that the Offeror grants to the Source Evaluation Board or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

B. Volume I, Offer and Other Documents (No page limitation)

Volume I, "Offer and Other Documents," consists of the actual Offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. Volume I, "Offer and Other Documents," shall include the following (in the order listed):

- (1) Fully executed "Solicitation, Offer, and Award" (Standard Form 33, page 1 of the RFP) shall be used as the first page of each copy of Volume I, Offer. Sections B through J of the model contract shall not be submitted, except for any required fill-in information
 - (a) Acceptance Period. Unless a longer acceptance period is specified by the offeror on the Standard Form 33, acceptance period shall not be less than 90 days.
 - (b) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
 - (c) By signing Standard Form 33, the Offeror agrees to accept the Contract (Sections A through K of this RFP) as written. Any exceptions or deviations to the terms of this Contract may make the offer non-responsive for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the Contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the Contract.
- (2) A fully completed Section B Pricing Schedule. Supporting detail for this Table will be provided under Volume III, Price Proposal per the instructions in Provision L.8 *Proposal Preparation Instructions – Volume III, Price Proposal*;
- (3) Offeror Representations and Certifications (Section K);
- (4) Section L Attachment L-2 *List of Key Personnel*. This List will become part of the contract in the Section H clause entitled *Key Personnel*; and
- (5) The acknowledgments of receipt of all amendments to this solicitation.

L.7 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL PROPOSAL

50 Page Limitation

Criterion A – Technical

Sub-criterion A.1 through A.4: Ability to Review and Evaluate, Key Personnel, Management Capabilities and Corporate Experience

(i) Sub-Criterion A.1: Ability to Review and Evaluate

The Offeror shall describe its approach to and methodology of : 1) performing reviews of state and federal regulations and standards to identify current requirements, and changes in regulations, as well as the development of solutions that will allow state and federal emergency response organizations to safely respond and resolve emergency situations at a transportation incident involving radioactive material; and 2) the Offeror's current involvement in stakeholder issues (particularly tribal) involving the response to a radiological transportation incident, addressing hospital concerns, state, tribal, and associated services activities

The Offeror shall identify any of its current and/or past interests and/or involvement establishing, using and/or maintaining interagency coordination and cooperation with the following agencies:

- FEMA
- DHS
- NFPA
- ANSI
- CECBEMS
- HPS
- Regional Governors' Groups
- The ISFSTA/OSU-FPP

(ii) Sub-Criterion A.2: Key Personnel

The Offeror shall propose Key Personnel in the position of Program Manager and Senior Technical Support Specialist in accordance with the requirements of the Statement of Work. The Offeror should also submit information in the resume that demonstrates that the proposed Program Manager and Senior Technical Support Specialist are subject matter experts in the field of transportation emergency preparedness involving radioactive material with regard to delivery of MERRTT training and conduct of TEPP exercises using TEPP tools.

The Offeror shall identify the two Key Personnel in Section L, Attachment L-2, *List of Key Personnel*. Upon award, the Key Personnel will become part of the Section H clause entitled *Key Personnel*.

The Offeror shall submit written resumes using the format provided in Section L, Attachment L-3, *Key Personnel Standard Resume Format*, for each proposed Key Person. Each resume shall not exceed four (4) pages.

The Offeror shall submit a signed letter of commitment from each proposed key person, which certifies to the following statement "I hereby certify that the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position, if _____ receives the award." Complete the blank with the Offeror's name.

Resumes and Letters of Commitment do not count toward the total Volume II page limitation. References may be contacted regarding qualifications and performance and such information may be taken into consideration in the evaluation.

The Offeror shall provide a staffing plan describing its proposed staffing, and how it will hire and retain qualified individuals, i.e. Senior Technical Support Specialists and Technical Support Specialists with the expertise to meet the requirements of the Statement of Work. The plan should discuss the Program Manager and Senior Technical Support Specialist past and/or current interests and/or involvement related to the activities identified in the Section C, Statement of Work, and the extent to which the proposed Program Manager and Senior Technical Support Specialist are qualified to perform the Technical Services.

The Offeror shall provide a risk assessment that identifies the risks associated with hiring and maintaining qualified personnel and its planned approach to mitigate the risks identified.

The Offeror shall provide a synopsis of its management capabilities and experience that address, as a minimum, the following:

(iii) Sub-Criterion A.3: Management Capabilities

1. Its knowledge of DOE shipping activities, especially the Office of Environmental Management and WIPP transportation activities.
2. Its ability to provide instructors that have completed the DOE Modular Emergency Response Radiological Transportation Training Program (MERRTT) Train-the-Trainer program and have demonstrated proficiency in training delivery to emergency responder audiences.
3. Its membership on standards/guidance development committees, and other related activities.

(iv) Sub-Criterion A.4: Corporate Experience

1. Its experience with managing and scheduling attendance at regional and national-level emergency response workshops and conferences, including providing training and speeches on technical issues related to transportation emergency preparedness.

2. Its experience with creating training videos to include writing video script, video editing, video production, and video distribution
3. Its experience in managing a Training Operations Support Center to include maintenance of radiological survey instruments, facilities for warehousing TEPP supplies, and packaging, shipping and receiving of materials.
4. Its experience in working with state, tribal, and local level emergency response agencies providing planning and training assistance and conducting agency needs assessments.
5. Its experience in conducting multi-agency drills and exercises including development of exercise scenarios using TEPP Planning Tool resources, arrangement of controllers and evaluators, acquisition of drill props, and the training of controllers and evaluators.

L.8 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PAST PERFORMANCE PROPOSAL

Criterion B – Past Performance

The Offeror shall describe the past performance of the Offeror and subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition

In the case of a newly formed joint venture, limited liability partnership, or other entity formed for the purpose of competing for this contract, the Offeror shall also describe the past performance of the entities that comprise the newly formed entity.

The Offeror should include relevant past performance for three contracts currently being performed or completed within the past three years by the Offeror. The Offeror should also include relevant past performance for three contracts currently being performed or completed within the past three years by each major subcontractor, if any. (Major subcontractor is defined as any subcontractor that will perform major or critical aspects of the requirement.) If the Offeror is a newly formed entity as described above, then it should include relevant past performance for three contracts for each member of the entity. These contracts should be similar in contract type, scope, complexity, duration, and/or risk to the effort described in this solicitation.

For each of the contracts, the Offeror shall submit the past performance information as shown in Attachment L-4, Offeror Past Performance Reference Information Worksheet, and describe the relevance of the contract to the requirements of the RFP.

In addition, each Offeror shall forward an Offeror Past Performance Reference Letter and Questionnaire, as specified in Attachment L-4, for each contract cited above to the appropriate point of contact for that contract. The point of contact for each project shall complete and forward the questionnaire to the Contracting Officer identified in Section L.10 prior to the closing date of the solicitation. The Offeror is responsible for ensuring that the point of contact to which it has sent the questionnaire returns the questionnaire to the contracting officer. At the contracting officer's discretion, the Government nonetheless may choose to consider questionnaires that arrive subsequent to the closing date of the solicitation if such consideration does not unduly delay the evaluation.

L.9 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV, PRICE PROPOSAL

- A. The Offeror shall provide a completed Section B.2 with proposed fully-burdened labor rates and extended prices to perform the desired effort as set forth in the Statement of Work for the base year and all option years. The Offeror shall explain and document the derivation of the prices proposed. If there is a conflict between the fully-burdened labor rate and the Direct Productive Labor Hours (DPLH) and the extended price, the government will use the fully-burdened labor and DPLH proposed in calculating the extended pricing.

Since the Price Proposal will be evaluated to determine such matters as the reasonableness and completeness of the Price, and understanding of the magnitude of effort, it should be accurate, complete, and well documented. Contractual Price information is not to be included in the other Volumes of the Proposal.

All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.

- B. Responsibility Determination and Financial Capability

FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. The same information shall also be provided for all participants if the Offeror is a joint venture or other teaming arrangement.

Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

L.10 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)/DEAR 952.233-2 SERVICE OF PROTEST

- A. Protests, as defined in FAR 33.101, *Definitions*, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office, shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

If using U. S. Mail or Express Delivery:

David H. Hess
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
Telephone: (513) 246-0590
Facsimile: (513) 246-0529
E-mail: david.hess@emcbc.doe.gov

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the General Accounting Office.

- C. Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in Paragraph (b) of this Provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and
Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.11 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this RFP will contain Part I—The schedule, Part II—Contract Clauses, and Part III, Section J—List of Documents, Exhibits, and Other Attachments, and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors.

L.12 DOE ISSUING OFFICE

David H. Hess
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Telephone: (513) 246-0593
Facsimile: (513) 246-0529
E-mail: david.hess@emcbc.doe.gov

L.13 PROPOSAL DELIVERY AND PACKAGE MARKINGS

Mailed (U S. Mail) proposals shall be marked as follows:

FROM:
Offeror's name and address

MAIL TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202

Solicitation No. DE-RP30-06CC00001
Due Date: March 8, 2006 at 3:00 p.m. EST
(Attention: William Hensley)

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers) proposals shall be marked as follows:

FROM:
Offeror's name and address

SEND TO:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202

Solicitation No. DE-RP30-06CC00001

Due Date: March 8, 2006 at 3:00 p.m. EST
(Attention: William Hensley)

Hand carried proposals shall be marked as follows:

FROM:

Offeror's name and address

HAND CARRY TO:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202

Solicitation No. DE-RP30-06CC00001

Due Date: March 8, 2006 at 3:00 p.m. EST
(Attention: William Hensley)

Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery:

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

L.14 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

L.15 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This Solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof, or to acquire or contract for any services.

L.16 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RFP may be modified is by an express, formal amendment in writing to the Solicitation generated by the issuing office. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of the RFP.

L.17 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

L.18 NOTICE OF LABOR PROVISIONS

- A. The Offeror should note that this solicitation includes in the proposed Contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers.")
- B. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, DC, 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.19 RESPONSIBLE PROSPECTIVE CONTRACTORS

- A. The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-70 apply.
- B. DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, any relevant information concerning the Offeror's record of past performance, and DOE may use such information in making determinations of prospective contractor responsibility.

L.20 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals). Proposals not required for official record retention will be destroyed.

L.21 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied with the Solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the Offer).

L.22 ALTERNATIVE PROPOSAL INFORMATION

Alternative proposals will not be evaluated.

L.23 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments thereto to the public. The Solicitation and any amendments will be posted on the DOE E-Center Industry Interactive Procurement System (IIPS) at:

<http://ecenter.doe.gov/iips/busopor.nsf/8373d2fc6d83b66685256452007963f5/1408e2b578577869852570d80069f98b?OpenDocument>

The above electronic medium will constitute the official distribution method for this Solicitation. All amendments and any other official communications from the agency regarding this Solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the Solicitation.

L.24 QUESTIONS ON SOLICITATION

Offerors may submit questions regarding the Solicitation through the DOE E-Center IIPS website at:

<http://ecenter.doe.gov/iips/busopor.nsf/8373d2fc6d83b66685256452007963f5/1408e2b578577869852570d80069f98b?OpenDocument>

Questions and answers may be grouped and paraphrased as necessary by DOE. Questions submitted more than 20 days after issuance of the Solicitation may not be answered and may not be a basis for amending this Solicitation.

L.25 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 90 days

L.26 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS INFORMATION

Various reference documents for the Offeror's information and use in connection with preparing an Offer and other written proposal information under this Solicitation will be made available through the DOE E-Center IIPS website at:

<http://ecenter.doe.gov/iips/busopor.nsf/8373d2fc6d83b66685256452007963f5/1408e2b578577869852570d80069f98b?OpenDocument>

L.27 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award a time and materials/labor hour type contract resulting from this Solicitation.

Attachment L-1

List of Key Personnel

Name

Title

Attachment L-2

Key Personnel Standard Resume Format

Name:

Country of Citizenship:

Proposed Title/Assignment on Contract:

Availability Date and Period of Commitment:

Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):

Current Assignment (include from/to dates):

Current Client/Customer (include current address and telephone number):

Description of Current Assignment:

Description(s) of Experience Relevant to Proposed Contract Assignment:

Technical Qualifications (include special skills and relevant technical training):

Education Above High School (include from/to dates and current address and telephone number):

Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

Attachment L-3

Offeror Past-Performance Reference Information Worksheet and Questionnaire

Reference Information Worksheet
(See instructions on the following page)

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Contract Type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number fax number and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number fax number and e-mail address)
9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number fax number and e-mail address)	10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)
11. Project/Contract Title	
12. Description of contract work (Describe nature and scope)	

Attach additional sheet if necessary (one additional sheet maximum)

Instructions for Completing the Reference Information Worksheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer and contract type.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.
- Item 12. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

Past Performance Letter

Date _____

Dear _____:

We are participating in a proposal for a Department of Energy (DOE) Contract for the Transportation Emergency Preparedness Program. We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance. Please return the completed questionnaire to the following address within ten calendar days:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: William Hensley
250 E 5th Street
Suite 500
Cincinnati, OH 45202

Please mark the envelope:

"PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104"
"TO BE OPENED ONLY BY THE CONTRACTING OFFICER"

Please remember to provide your contact information at the end of the questionnaire.

Please use the following definitions to provide your ratings:

- 0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.
 - 1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.
 - 2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.
 - 3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.
 - 4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
- NA - Not applicable
- DK - Don't know. No knowledge available to rate this question.

Respondents are strongly encouraged to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages.

Past Performance Questionnaire

0=Unsatisfactory, 1=Poor, 2=Satisfactory, 3=Good, 4=Excellent, NA=Not Applicable,
DK=Don't Know

Name of Contractor:

Did the contractor adhere to contract delivery
schedules/response times/cost estimates/budgets? 0 1 2 3 4 NA DK

Did the contractor submit reports that were of good quality and
on-time? 0 1 2 3 4 NA DK

Was the Statement of Work executed effectively by the
contractor in a consistently high quality manner? 0 1 2 3 4 NA DK

Was the contractor effective in subcontract management? 0 1 2 3 4 NA DK

Did the contractor's corporate office effectively support your
contract? 0 1 2 3 4 NA DK

Was the contractor effective in working with regulators,
stakeholders (including tribes), organized labor, community
groups, and other interested persons? 0 1 2 3 4 NA DK

Would you select this contractor again? Yes_____ No_____

Name of Contractor:

Remarks:

Respondent: Please fill in the following table:

Item	Fill-In
Your Name	
Title	
Organization Name	
Organization Address (including City, State, ZIP)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
e-mail address	

SECTION M - EVALUATION CRITERIA FOR AWARD

M.1 BACKGROUND/INTRODUCTION

This acquisition will be conducted pursuant to FAR Part 15 and DEAR Part 915. The instructions set forth in Section L, *Instructions, Conditions, and Notices to Offerors*, are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the government. Within its proposal, an Offeror must specifically address all criteria and specifications requested in the solicitation in order to be considered responsive to the solicitation. A proposal will be eliminated from further consideration before the evaluation if the proposal is so grossly and obviously deficient as to be totally non-responsive on its face. For example, a proposal will be deemed non-responsive if it does not represent a reasonable effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

Any exceptions or deviations to the terms and conditions of the contract will make the offer non-responsive for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

DOE intends to evaluate proposals and award a Contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. DOE reserves the right to conduct discussions, if the Contracting Officer later determines it is necessary.

M.2 BASIS FOR CONTRACT AWARD

DOE intends to award one Contract to the responsible Offeror whose proposal is responsive to the solicitation and determined to be the best value to the Government.

Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the evaluation proposal in accordance with the evaluation criteria specified in M. 3 below. In determining the best value to the Government, the Criteria A and B when combined are significantly more important than price. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest proposed contract price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's technical and past performance proposal over another.

M.3 EVALUATION CRITERIA

Evaluation Criteria A and B, constitute the Technical and Past Performance Evaluation Criteria.

(Corresponding proposal preparation instructions are in Sections L.7 & L.8).

Evaluation Criterion C constitutes the Price Evaluation Criterion.

(Corresponding proposal preparation instructions are in Section L.9).

Criterion A: Technical (consisting of Sub-criterion A.1 through A.4)

The DOE will evaluate the following:

Sub-Criterion A.1: Ability to Review and Evaluate

1. The Offeror's ability and approach to reviewing state and federal regulations and standards to identify current requirements and changes, as well as the development of solutions that will allow state and federal emergency response organizations to safely respond and resolve emergency situations at a transportation incident involving radioactive material.
2. The Offeror's current involvement in stakeholder issues (particularly tribal) involving the response to a radiological transportation incident, e.g. addressing hospital concerns and associated services activities.
3. The Offeror's ability and approach to establishing and maintaining interagency coordination and cooperation with the following agencies:
 - FEMA
 - DHS
 - NFPA
 - ANSI
 - CECBEMS
 - HPS
 - Regional Governors' Groups
 - The ISFSTA/OSU-FPP

Sub-Criterion A.2: Key Personnel

1. The Offeror's proposed key personnel for qualifications and suitability to the proposed positions using resumes (and information provided by references if contacted) provided by the Offeror.
2. The Program Manager and Senior Technical Support Specialist past and/or relevant interests and/or involvement related to the activities identified in the Section C, Statement of Work, and the extent to which the proposed Program Manager and Senior Technical Support Specialist are qualified to perform the Technical Services. Especially their qualifications and/or relevant experience in delivering the MERRTT classes and conduct of TEPP exercises using the TEPP tools.

3. The instructional staff is knowledgeable of DOE shipping activities, particularly of the Office of Environmental Management and WIPP transportation activities. The Offerors' instructors have completed the DOE Modular Emergency Response Radiological Transportation Training Program (MERRTT) Train-the-Trainer program and have demonstrated proficiency in training delivery to emergency responder audiences.
4. The Offeror's the Program Manager and Senior Technical Support Specialist past and/or current interests and/or involvement related to the activities identified in the Section C, Statement of Work.

Sub-Criterion A.3: Management Capabilities

1. The Offeror's risk assessment as it pertains to hiring and maintaining qualified personnel and its planned approach to mitigate the risks identified.
2. The Offeror's experience in managing a Central Operations support center to include maintenance of radiological survey instruments, facilities for warehousing TEPP supplies, and packaging, shipping and receiving of materials.
3. The Offeror's experience in conducting multi-agency drills and exercises including development of exercise scenario using TEPP Planning Tool resources, arranging all controllers and evaluators, acquiring drill props, and conducting controller and evaluator training.

Sub-Criterion A.4: Corporate Experience

1. The Offeror's membership on standards/guidance development committees, and other related activities.
2. The Offeror's experience with managing and scheduling attendance at regional and national-level emergency response workshops and conferences including providing training and speeches on technical issues related to transportation emergency preparedness.
3. The Offeror's experience with creating training videos to include writing video script, video editing, video production, and video distribution.
4. The Offeror's experience in working with state, tribal, and local level emergency response agencies providing planning and training assistance and conducting agency needs assessments.

Criterion B: Past Performance

1. The DOE will evaluate the Offeror's past performance on relevant projects similar in contract type, scope, complexity, duration, and/or risk.

2. The DOE will consider past performance information including that pertaining to quality and timeliness of reports, cost control, and the degree of successful redundancy elimination. DOE will consider past performance information from independent data sources as well as data provided by the Offeror. An Offeror without any record of relevant past performance or for whom information on past performance is not available, shall be evaluated neither favorably nor unfavorably. However, the DOE may adjust an Offeror's overall past performance rating if the Offeror provides project references that are not relevant or past performance information is not available for a relevant project reference,

Criterion C: Price

1. The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated for completeness, price reasonableness, understanding the magnitude of the effort involved to complete the requirements of the contract.
2. The responsibility and financial capability evaluation will consider if an Offeror has adequate financial resources to perform the Contract or has the ability to obtain them.
3. The price evaluation will be based upon the Offeror's "Total Proposed Contract Price" which means the arithmetic sum of the total proposed prices for each item in Section B, inclusive of options.
4. For labor categories, the proposed labor rate for each labor category will be multiplied by the maximum quantity of labor hours to determine the total proposed price for each labor category. In the event of a conflict between the proposed labor category price and the extended price specified by the offeror, the labor rate will be used to determine the total proposed price for that labor category.
5. The estimated costs (not-to-exceed values specified in the Price Schedule of Section B) establish the total estimated costs for travel and other direct costs. This total estimated cost will be added to the total labor price for each year in calculating the total proposed contract price.

M.4 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The Technical and Past Performance Proposals will be evaluated against Evaluation Criterion A – Technical and Criterion B – Past Performance, respectively, specified in Section M.3 above. Criterion A - Technical is significantly more important than Criterion B – Past Performance. The Evaluation Sub-Criteria within Evaluation Criterion A - Technical are listed in descending order of importance with sub-criteria 1 being slightly more important than sub-criteria 2, sub-criteria 2 being slightly more important than sub-criteria 3, and sub-criteria 3 being slightly more important than sub-criteria 4.